
REQUEST FOR QUALIFICATIONS AND QUOTATIONS

0642-236

Project Title:

Part D Switching

Estimated Contract Period:

October 18, 2006 through October 18, 2007.
Amendments extending the period of performance for up to six (6) years in one year increments shall be at the sole discretion of DSHS

Proposal Due Date:

All Proposals whether mailed or hand delivered must arrive by 5:00p.m. Pacific Standard Time on September 14, 2006.
Faxed bids WILL NOT be accepted.
E-mailed bids WILL NOT be accepted.

Submit Proposal To:

Proposal Delivered by Mail:

Julia M. Weese, RFQQ Coordinator
Department of Social and Health Services
Administrative Services Division / Central
Contract Services
PO BOX 45811
Olympia, WA 98504-5811

Proposal delivered by Express / Hand Delivery, Or Courier:

Julia M. Weese, RFQQ Coordinator
Department of Social and Health Services
Administrative Services Division / Central
Contract Services
4500 10th Avenue SE
Lacey, WA 98503

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SECTION I. INTRODUCTION

A. PURPOSE OF REQUEST FOR QUALIFICATIONS AND QUOTATIONS (RFQQ)

The purpose of this RFQQ is to identify a qualified vendor capable of minimally providing the following services for DSHS Intermediate Care Facilities for the Mentally Retarded (ICF/MR) and Institutions for Mentally Diseased (IMD) pharmacies billing for pharmaceutical services under the Medicare Part D Program: Switching, eligibility determination, pre-and post editing and accounts receivable (A/R) management. In addition, we require that the vendor document current provision of this mix of services to state-owned long term care facilities under a single state contract.

B. BACKGROUND

The Washington State Department of Social and Health Services (DSHS) is preparing to initiate billing for pharmaceutical services provided under the Center for Medicare and Medicaid Services (CMS) Medicare Part D Program. A critical component of this implementation is securing the services of a vendor who can optimize claim submission to all the Prescription Drug Plans (PDP) under contract (Exhibit D) and payment by providing, at a minimum, pharmacy switching, pre and post editing, eligibility determination and accounts receivable (A/R) management.

Medicare Part D pharmaceutical services are provided and will be billed for in the in-house pharmacies in six venues; key operating statistics are provided for each:

INTERMEDIATE CARE FACILITIES FOR THE MENTALLY RETARDED (ICF/MR)	NCPDP PROVIDER NUMBER	ESTIMATED ANNUAL CLAIM VOLUME	INSTITUTIONS FOR MENTALLY DISEASED (IMD)	NCPDP PROVIDER NUMBER	ESTIMATED ANNUAL CLAIM VOLUME
Fircrest	4906650	16,824	Western State Hospital	4903945	220,000
Lakeland Village	4904795	26,052	Eastern State Hospital	4931538	99,303
Rainier	4902664	35,766			
Yakima Valley	4931665	8,368			

All of the pharmacies will be utilizing the MediWare Worx On-line Adjudication (OLA) product, version 2.10, to transmit claims to the vendor we will be contracting with as a result of this procurement. The pharmacies, in conjunction with Patient Financial Services offices in their respective facilities are appropriately staffed and expert to perform all Medicare Part D billing and A/R

management functions. However, we invite you to include in profiling your services, how a relationship with your company may offer viable outsourcing options.

C. GENERAL REQUIREMENTS

DSHS has a number of general requirements that must be met by any vendor of the services identified for purchase; these are:

1. Ability to support POS and batch billing
2. Full A/R management functionality
3. Management reporting
4. Downloads and/or interfaces
5. Switching services for all PDPs under contract

D. MINIMUM QUALIFICATIONS

The vendor should be currently providing the following mix of services to state-owned long term care facilities under a single state contract in at least two states:

1. Switching
2. Eligibility determination
3. Pre-and post editing
4. Accounts receivable (A/R) management

E. DEFINITIONS

See Exhibit A, Definitions, for the meaning of certain terms used in this RFQQ.

SECTION II. GENERAL INFORMATION

A. PROCUREMENT CONTACT INFORMATION

Upon release of this RFQQ, all communications concerning this RFQQ must be directed only to the RFQQ Coordinator listed below. Any communication directed to DSHS staff, or its consultant, other than the RFQQ Coordinator may result in disqualification. Any oral communications will be considered unofficial and non-binding to DSHS. Bidders should rely only on written statements issued by the RFQQ Coordinator.

DSHS RFQQ Coordinator

Contact:	Julia M. Weese, RFQQ Coordinator Department of Social & Health Services Administrative Services Division / Central Contract Services
Mailing Address:	P.O. Box 45811 Olympia, Washington 98504-5811
Physical Address:	4500 10th Avenue SE Lacey, Washington 98503
Telephone:	(360) 664-6034
FAX:	(360) 664-6184
E-mail Address:	weesejm@dshs.wa.gov

B. ACCEPTANCE OF RFQQ TERMS

A Proposal submitted in response to this RFQQ shall be considered a binding offer. Acknowledgement of this condition shall be indicated by signature of an officer of the Bidder legally authorized to execute contractual obligations by submitting with the Proposal a signed Bidder Information, Certificates and Assurances Form attached hereto as Exhibit B. A Bidder must clearly identify and thoroughly explain any variations between its Proposal and DSHS' RFQQ. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQQ.

C. PROCUREMENT SCHEDULE

The Procurement Schedule outlines the tentative schedule for important action dates and times. DSHS reserves the right to revise this schedule at any time and will post any amended schedules on the DSHS Procurement website.

Figure 1. *PROCUREMENT SCHEDULE*

Item	Action	Date
1.	Issue RFQQ	August 24, 2006
2.	Last Date for Accepting Bidder Written Questions by 5:00 PM Pacific Standard Time	August 31, 2006
3.	Issue Response to Written Questions No Later Than	September 7, 2006
4.	Proposal Submission Due by 5:00 p.m. Pacific Standard time	September 14, 2006
5.	Proposal Evaluation	September 20, 2006
6.	Notify Apparently Successful Bidder	September 26, 2006
7.	Notify Unsuccessful Bidders	September 26, 2006
8.	Begin Contract Negotiations	September 26, 2006
9.	Bidder's Request for Debriefing Due by 5:00PM	October 3, 2006
10.	Hold Debriefing Conferences	October 5, 2006
11.	Bidders' Protest(s) Due	October 12, 2006
12.	Contract Execution	Anticipated October 18, 2006
13.	Implementation of Switching Services	November 15, 2006

D. CONTRACT

DSHS intends to award ***one contract*** to provide the services described in this RFQQ.

The Contract term shall be twelve (12) months commencing upon the date of execution of the contract by DSHS. Amendments extending the period of performance for up to six (6) years in one year increments shall be at the sole discretion of DSHS

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Bidders should familiarize themselves with the requirements prior to submitting a Proposal.

E. INSURANCE

The Apparently Successful Bidder must comply with the insurance requirements identified in the sample contract attached hereto as Exhibit C.

F. CONTRACT AMENDMENT

Additional services that are appropriate to the scope of this RFQQ, as determined by DSHS, may be added to the resulting Contract by a written amendment mutually agreed to and executed by both parties.

G. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this RFQQ shall become the property of DSHS. All proposals, quotes, lists, evaluation documents and other documents that make up this Procurement shall remain confidential until 1) DSHS makes it available to the public pursuant to RCW 42.17, or 2) the contract, if any, resulting from this RFQQ is signed by DSHS and the Apparently Successful Bidder. Thereafter, the proposals shall be deemed public records as defined in RCW 42.17.

Bidder's proposal must include a statement on the Letter of Submittal identifying each page of your proposal which contains any proprietary information. Each page claimed to be proprietary must be clearly marked by printing the word "Proprietary" on the lower right hand corner of each page which contains any proprietary information.

If DSHS receives a request to view or copy your proposal, DSHS will respond according to applicable law and DSHS policy governing public disclosure. DSHS will not disclose any information marked "Proprietary" in your proposal without giving you ten (10) days notice for you to seek a court injunction against the disclosure. You may not mark your entire proposal proprietary.

H. WRITTEN REPRESENTATIONS

Proposals should be based on the material contained in this RFQQ, any related amendment(s), and any questions and answers directed through the RFQQ Coordinator.

I. QUESTIONS AND ANSWERS

Bidders should fax, e-mail or mail written questions to the RFQQ Coordinator. Early submission of questions is encouraged. Questions will be accepted until the date set forth in the Procurement Schedule. Questions and Answers will be on the DSHS Procurement website.

J. RFQQ AMENDMENTS

DSHS reserves the right, at any time before execution of a contract, to amend all or a portion of this RFQQ. Amendments will be posted on the DSHS Procurements Web site, if applicable. If there is any conflict between amendments or between an amendment and the RFQQ, whichever document was issued last in time shall be controlling.

K. RETRACTION OF THIS RFQQ

DSHS and the State of Washington are not obligated to contract for the services specified in this RFQQ. DSHS reserves the right to retract this RFQQ in whole, or in part, at any time without penalty.

L. SUBMISSION OF PROPOSALS

Proposals must be prepared and submitted no later than the proposal submission date and time specified in the Procurement Schedule. The proposal is to be sent to the RFQQ Coordinator, either by mail or hand delivery, at the address specified in Section II.A., Procurement Contact Information. DSHS will not accept any proposal submitted by fax. DSHS will not accept any proposal submitted by email.

You should allow sufficient time to ensure timely receipt by the RFQQ Coordinator. You assume the risk for the method of delivery and for any delay in the mailing or delivery of your proposal.

DSHS reserves the right to disqualify any proposal and withdraw it from consideration if it is received after the proposal submission due date and time. All proposals and any accompanying documentation become the property of DSHS and will not be returned.

M. NONRESPONSIVE PROPOSALS

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. DSHS may reject or withdraw your proposal at any time as nonresponsive for any of the following reasons:

- Incomplete proposal;
- Submission of alternative proposals;
- Failure to comply with any part of this RFQQ or any exhibit to this RFQQ;
- Submission of incorrect, misleading, or false information.

N. MINOR IRREGULARITIES

DSHS may waive minor administrative irregularities related to any proposal.

O. COST TO PROPOSE

DSHS will not be liable for any costs incurred by the Bidder in preparing, submitting or presenting a proposal for this RFQQ.

P. JOINT PROPOSALS

If you submitted a joint proposal, with one or more other bidders, you must designate the prime bidder. The prime bidder will be DSHS's sole point of contact, will sign the contract and any amendments, and will bear sole responsibility for performance under the contract.

Q. EXHIBITS

Exhibits to this RFQQ are:

- Exhibit A - Definitions
- Exhibit B - Bidder Information, Certifications and Assurances Form
- Exhibit C - Sample Contract
- Exhibit D – Prescription Drug Plan (PDP) Pharmacies

You should be sure that you have downloaded a complete copy of this RFQQ and all attached exhibits, as listed above. The procurement documents can be accessed at <http://www1.dshs.wa.gov/msa/ccs/> . If you are unable to download the documents, you should contact the RFQQ Coordinator.

It is not a ground for protest if your copy of this RFQQ should be missing any exhibit or pages of the RFQQ.

R. WITHDRAWAL OF PROPOSALS

After a Proposal has been submitted, Bidders may withdraw a proposal at any time up to the proposal submission date and time specified in the Procurement Schedule. A written request signed by an authorized representative of the Bidder must be submitted to the RFQQ Coordinator. After withdrawing a previously submitted proposal, the Bidder may submit another proposal at any time up to the proposal submission date and time.

S. NOTIFY APPARENTLY SUCCESSFUL BIDDER

DSHS will notify the Apparently Successful Bidder on or about the date and time specified in the Procurement Schedule of the selection of the Apparently Successful Bidder by written notice via mail, e-mail and/or fax. DSHS will notify separately the Unsuccessful Bidders on or about the date and time specified in the Procurement Schedule of the non-selection of the Unsuccessful Bidder by written notice via mail, e-mail and/or fax.

T. BIDDER DEBRIEFING CONFERENCE

If DSHS does not select your proposal, you may request a debriefing conference. You must submit your request in writing to the RFQQ Coordinator by mail or fax by the date specified in the Procurement Schedule, Section II.C., Figure 1.

Debriefing conferences will be held on October 5, 2006. The debriefing conference may be conducted either in person or by telephone and will be scheduled for a maximum of one hour.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of your proposal;
- Critique of your proposal based on evaluators' comments; and
- Review of your final score in comparison with other Bidders' final scores without identifying the Bidders.

Identification of the other Bidders, their proposals or evaluations will not be allowed.

U. PROTEST

Protests may be made only after DSHS has sent notification to the Apparently Successful Bidder and to the unsuccessful bidders. In order to submit a protest under this RFQQ, a Bidder must have submitted a Proposal for this RFQQ, and have requested and participated in a debriefing conference. It is the sole administrative remedy available within DSHS. The following is the process for filing a protest:

1. GROUNDS FOR PROTEST

A protest may be made based on these grounds only:

- Arithmetic errors were made by DSHS in computing the score;
- DSHS failed to follow the procedures established in this RFQQ document, or to follow applicable State or federal laws or regulations; or
- Bias, discrimination, or conflict of interest on the part of an evaluator.

2. PROTEST FORM AND CONTENT

A protest must state all of the facts and arguments upon which the protest is based, and the grounds for your protest. It must be in writing and signed by a person authorized to bind the Bidder to a contractual relationship. At a minimum, the protest must include:

- The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the protest;

- The RFQQ number and name of the issuing agency;
- A detailed and complete statement of the specific action(s) by DSHS under protest;
- The grounds for the protest;
- Description of the relief or corrective action requested.

You may attach to your protest any documentation you offer to support your protest.

3. SUBMITTING A PROTEST

Your protest must be in writing and must be signed. You must mail or hand deliver your protest to the RFQQ Coordinator using the same mailing or delivery address provided in this RFQQ for submitting your proposal. *Protests may not be submitted by fax or email.* DSHS must receive the written protest within **five (5)** business days after the debriefing conference.

4. PROTEST PROCESS

The RFQQ Coordinator will forward your protest to the DSHS designated Protest Coordinator with copies of the following:

- this RFQQ and any amendments,
- your proposal,
- the evaluators' scoring sheets, and
- any other documents showing evaluation and scoring of your proposal.

DSHS will follow these procedures in reviewing your protest:

- DSHS will conduct an objective review of your protest, based on the contents of your written protest and the above materials provided by the RFQQ Coordinator.
- DSHS will send you a written decision within five (5) business days after DSHS receives your protest, unless more time is required to review the protest and make a determination. The protesting Bidder will be notified by the RFQQ Coordinator if additional time is necessary.

DSHS will make a final determination of your protest and will either:

- 1) Find that your protest lacks merit and uphold DSHS's actions;
- 2) Find that any errors in the RFQQ process or in DSHS's conduct did not influence the outcome of the RFQQ, and uphold DSHS's actions;
or

- 3) Find merit in the protest and provide options for corrective action by DSHS which may include:
 - That DSHS correct any errors and re-evaluate all proposals affected by its determination of the protest;
 - That DSHS reissue the RFQQ document; or
 - That DSHS make other findings and take such other action as may be appropriate.

V. EXECUTION OF THE CONTRACT

If you are the Apparently Successful Bidder, you will be expected to sign a contract with DSHS and any subsequent amendments that may be required to address specific work or services as needed. A sample contract is attached as Exhibit C.

DSHS reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this RFQQ and the terms of your proposal.

If you fail or refuse to sign the contract or any subsequent amendment within ten (10) business days of delivery to you, DSHS may elect to cancel the award and may award the contract to the next-highest ranked finalist.

Any subcontracts necessary to perform the contract shall be subject to the prior written approval of DSHS.

SECTION III. PROPOSAL CONTENTS

A. PROPOSAL CONTENTS

The four major sections of the proposal are to be submitted in the order noted below in Section III.C., Contents of Binders:

Proposals must provide information in the same order as presented in this document with the same headings. The questions in each of the four sections are described below. All questions must be answered and all items must be included as part of the proposal for the proposal to be considered responsive, even though certain items may not be scored.

B. FORMAT OF PROPOSAL

- Proposals must be submitted on standard eight and one-half by eleven inch (8 ½" x 11") white paper.
- A font size not less than 12 point must be used.
- Proposals must be submitted in separate three-ring binders as specified in Section III.C., Contents of Binders, with tabs separating the major sections of the Proposal, and your name on the front cover or title page of each binder.
- Identify each copy of your proposal by including Proposal to RFP # 0642-236; the title of this RFP, Part D Switching; and your name on the front cover.

C. CONTENTS OF BINDERS

Submit one binder marked "Original" with Bidder's name and four (4) copies of your proposal containing the following:

- Table of Contents
- Section 1: Administrative Requirements.
- Section 2: Technical Proposal
- Section 3: Management/Experience and Qualifications Proposal
- Section 4: Cost Proposal

D. ADMINISTRATIVE REQUIREMENTS (SECTION 1 OF PROPOSAL BINDER)

Please respond to each item in the same order in which they appear.

1. Letter of Submittal

Bidders must submit a prepared and signed submittal letter on Bidder's official business letterhead stationery. The submittal letter must be included as the first page of Section 1. Signing the submittal letter indicates that the Bidder accepts the terms and conditions of RFQQ# 0642-236.

The Bidder's Letter of Submittal must include the following:

- Name, address, principal place of business, telephone number, fax number, and e-mail address of legal entity or individual with whom contract would be written;
- The name of your contact person for this RFQQ;
- A detailed list of all materials and enclosures included in your Proposal;
- A list of all RFQQ amendments downloaded by the Bidder from the DSHS Procurements Web site, if applicable, and listed in order by amendment number and date. If there are no RFQQ amendments, include a statement to that effect;
- The Bidder's guarantee that its Proposal, as submitted, will remain in full force and effect for 180 days;
- A statement substantiating that the person who signs the letter is authorized to contractually bind the Bidder's firm;
- Identification of the page numbers on the Bidder's Proposal that are marked "Proprietary or Confidential" Information; and
- Any statements you wish to convey to the RFQQ Coordinator, including any variations between your proposal and the RFQQ.

2. Bidder Information, Certificates and Assurances Form

A completed Bidder Information, Certificates and Assurances Form Exhibit B. Please sign and include any attachments that are necessary.

3. Reference Section

Please provide a full list of clients for whom you have and are currently providing the services DSHS is interested in purchasing from you, and a list of at least two (2), no more than three (3) state or other government references of entities for which you have performed similar services. Include the names, telephone numbers, dates of services, and a brief description of the similar services you provided them in the past. References will only be contacted for finalist(s).

E. TECHNICAL PROPOSAL (SECTION 2 OF PROPOSAL BINDER)

For each of the services DSHS wishes to purchase (i.e., switching, pre and post editing, eligibility determination (Part D and Medicare A, B, C, and commercial insurance) and accounts receivable (A/R) management), please address the general requirements by providing answers to the following questions: (Please respond to each question in the same order in which they appear)

Technical Requirements

1. In narrative format, describe how each service functions (e.g., the flow of information, user steps, contact with PDP's, outputs, different levels of service (standard, elite) etc.)
2. What constitutes a transaction? Please provide details for adjudicated and non-adjudicated claims, if different.
3. Provide a list and definition of every type of transaction and identify transactions that will generate a charge.
4. How do you charge for each service? If transaction based, please incorporate the explanations from # 2 and # 3 above. Given the claim volumes we have provided, what is the estimated annual fee for each service? Are there discounts for multiple service contracts, governmental clients?
5. For implementation, are there any one-time fees, requirements for equipment purchases, costs for downloads or interfaces (e.g., A/R management data supplied to a system managed by OFR), equipment networking costs at each of the pharmacies, other (please list)?
6. DSHS plans to utilize a combination of point of sale (POS) and batch billing (monthly accumulation of charges subsequent to the initial dispensing). Describe how each of your services supports this approach. Please describe any issues and/or required "work-arounds".
7. What management reports are routinely produced, frequency, content, format, sort capability? What is the ad hoc report generation capability?
8. What are your down-time and back-up processes?
9. What are the details of your implementation support and training programs? Are they included as a service or must they be separately purchased?
10. On what basis are product updates made available to clients?
11. What are the electronic data exchange technologies you offer?

12. What security is employed to protect data? How are your product's levels of security HIPAA compliant?
13. Provide the details of your implementation action plan, from signing the contract with DSHS to full implementation, array activities on a timeline.

**F. MANAGEMENT, EXPERIENCE AND QUALIFICATIONS PROPOSAL
(SECTION 3 OF PROPOSAL BINDER)**

Please respond to each question in the same order in which they appear.

Client Experience

The vendor awarded this contract will be expected to work with personnel in DSHS's divisions of Mental Health (oversight of IMD facilities) and Developmental Disabilities (oversight of ICF/MR facilities) and the Office of Financial Recovery (state accounting function accountable for final reconciliation Of Part D revenues and expenses), as well as staff at each of the pharmacy venues.

Please describe two similar, current contractual relationships with states for the required services. Include number of pharmacies, volume of annual claims transmitted through your switch, length of time from signing to accomplishing stable operations, problems identified and resolved, individuals (by role) worked with to implement your services, type of routine management reporting provided (i.e., daily, weekly, monthly).

G. COST PROPOSAL (SECTION 4 OF PROPOSAL BINDER)

1. For each of the services DSHS wishes to purchase (i.e., switching, pre and post editing, eligibility determination and accounts receivable (A/R) management), please provide cost estimates.
2. For each Module please provide the following:
 - a. Per transaction costs for each module. Break out your per transaction prices assuming the state will be using high speed electronic submission process. Include every transaction type.
 - b. One time costs related to each module
 - c. Identify any other costs such as monthly or periodic fees.
3. If you are able to provide all or a majority of the services, please provide per transaction costs for each module. Identify any discounts for multiple product purchases. Break out your per transaction prices assuming the state will be using high speed electronic submission process.

SECTION IV. EVALUATION

A. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this Procurement and any amendments issued. The evaluation of proposals shall be accomplished by an evaluation team to be designated by DSHS who will be responsible for the review, evaluation and scoring of Bidder proposals. DSHS, at its sole discretion, will select finalists for an oral presentation. If oral presentations are held, evaluators will evaluate and score the oral presentations of bidders selected as finalists.

B. PROPOSAL EVALUATION

Each Proposal will first be screened to determine if the Bidder has complied with appropriate Administrative Requirements and Submittal Instructions. Each Proposal must meet the Administrative Requirements to be eligible to submit a proposal to this RFQQ. If your proposal does not meet all Administrative Requirements for this RFQQ, DSHS may consider your proposal nonresponsive and withdraw it from consideration at any time. Evaluators will score all responsive proposals and award points up to the maximum points available for each question.

C. SCORING OF PROPOSALS

The maximum number of evaluation points available is 100. The Administrative Requirements are evaluated on a pass/fail basis. The following weighting and points will be assigned to the proposal for evaluation purposes:

WRITTEN PROPOSAL

Technical Proposal – 30%	30 Points
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Experience and Qualifications- 30%	30 Points
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Cost Proposal - 30%	30 Points
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Sub-Total (for Written Proposal)	90 Points
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References [finalist(s) only]	10 Points
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TOTAL	100 Points
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Your sub-total score for the written proposal will be the average of the scores of the evaluators who review your written proposal. Your final Total Evaluation Score will be the average points awarded for your written proposal, your references if applicable, and your oral presentations if applicable.

D. FINAL DETERMINATION OF APPARENTLY SUCCESSFUL BIDDER(S)

DSHS program staff and/or management may conduct a final review of the evaluation and scoring of finalist(s).

In this final review, DSHS may consider past or current performance of any DSHS contracts by a finalist(s), and any experience of the program or DSHS in working with a finalist(s) under any past or current contract with DSHS.

DSHS management shall make the final determination as to which bidder(s), initially designated as finalist(s), shall be officially selected and notified as the Apparently Successful Bidder(s) under this Procurement.

In doing so, DSHS management shall be guided, but not bound, by the scores awarded by the evaluators. Program staff and DSHS management shall determine which proposals reviewed during this final selection process will best meet the needs of DSHS and, specifically, the needs of the states intermediate care facilities for mentally retarded and institutions for mental disease in house pharmacies.

Any bidder who would be an Apparently Successful Bidder based on the scores awarded by the evaluators, and who is not selected, shall be provided, upon request, with the reasons for selecting a bidder with a lower final score.

Exhibit A

Definitions

DEFINITIONS

The following terms which appear in this RFQQ have the meaning that is defined below for the purposes of this RFQQ:

- Apparently Successful Bidder - A bidder selected as having submitted a successful proposal, based on the final determination of DSHS management taking into consideration the bidder's final proposal score and which proposals best meet the needs of DSHS. The bidder is considered an "apparently" successful bidder until a contract is finalized and executed.
- Agency – The Department of Social and Health Services is the agency of the State of Washington that is issuing this RFQQ.
- Bidder - An individual, organization, public or private agency, or other entity submitting a proposal in response to this RFQQ.
- Contractor – Individual or Company whose proposal has been accepted by the Agency and is awarded a fully executed, written contract.
- Issue - To mail, post or otherwise release this RFQQ as a public document to interested parties.
- Key Personnel - Staff being proposed to do the work under this proposal.
- Proposal - All material prepared and assembled by a bidder, and which the bidder submits in response to this RFQQ.
- Protest - An objection by the bidder, in writing, protesting the results of this RFQQ, and which complies with all requirements of this RFQQ.
- RCW - Revised Code of Washington. (All references to RCW chapters or sections shall include any successor, amended, or replacement statute.)
- RFQQ - Request for Qualifications and Quotations; i.e., this RFQQ document.
- RFQQ Coordinator - The person named in this RFQQ as the RFQQ Coordinator, or the RFQQ Coordinator's designee within Central Contract Services. The sole point of contact within DSHS regarding this RFQQ for potential bidders and other interested parties.
- Statement of Work - A statement of the work or services which the Contractor is to perform under any contract awarded, and which is generally in the form of an exhibit attached to the contract.
- Submit - To deliver to the DSHS RFQQ Coordinator any of several documents described in this RFQQ and in the manner specified in this RFQQ.
- WAC - Washington Administrative Code. (All references to WAC chapters or sections shall include any successor, amended, or replacement regulation.)
- You - The person, agency, or organization requesting a copy of this RFQQ or submitting a proposal in response to this RFQQ.

Exhibit B
Bidder Information, Certifications and Assurances Form

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
CENTRAL CONTRACT SERVICES

BIDDER INFORMATION, CERTIFICATIONS AND ASSURANCES
Request for Proposal (RFP) # 0642-236

Completion of this Bidder Information form is a mandatory requirement for contracting with the Washington Department of Social and Health Services (DSHS). The certifications and assurances contained herein are a required element of the Proposal. **Failure to submit this Bidder Information form or any applicable attachments with your proposal may result in your proposal being rejected as nonresponsive.**

Please Type or Print Legibly:

Bidder Name: _____

Bidder Address: _____

Telephone: _____ Fax Number: _____

Contact Person for the Bidder's proposal: _____

Section A: All Bidders

1. Complete the applicable box:

a. The Bidder is an individual and is a:

☐ Sole Proprietor

You must complete Sections A, B and F.

b. The Bidder is a partnership and is a:

☐ General Partnership

☐ Limited Partnership ☐ Limited Liability Partnership

You must complete Sections A, C and F.

c. The Bidder is a corporation and is a:

☐ For Profit Corporation

☐ Non Profit Corporation

☐ Limited Liability Corporation

You must complete Sections A, D and F.

d. ☐ The Bidder is a public agency, governmental entity, or federally recognized tribe

You must complete Sections A, E and F.

2. The Bidder's Federal Identification number is: _____

3. The Bidder's Washington Uniform Business Identifier (UBI) Number is: _____
To obtain a Washington UBI Number call 360-664-1400.

4. Information concerning the proposed Contract Manager for the Bidder:

Name: _____

Work Address: _____

Work Telephone: _____

Work Fax: _____

5. Has the Bidder had a contract or work order terminated for default during the last five years?

☐ Yes ☐ No

If yes, attach a signed statement describing the contract, the circumstances surrounding the termination, and the name, address and telephone number of the other party to the contract. DSHS will evaluate the facts and may, at its sole discretion, reject the Bidder's proposal on the ground of its past performance. For the purpose of this question, "termination for default" means notice was given to the Bidder to stop contract work due to nonperformance or poor performance, and the performance issue was either (a) not contested by the Bidder or (b) litigated, finding the Bidder in default.

6. The Bidder declares that all answers and statements made in the Proposal are true and correct.
7. The Bidder certifies that the prices and/or cost data contained in the Bidder's proposal 1) have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition, and 2) have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award, except to the extent that the Bidder has joined with other individuals or organizations for the purpose of preparing and submitting a joint proposal or unless otherwise required by law.
8. The Bidder's proposal is a firm offer for a period of 180 days following receipt, and it may be accepted by DSHS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period. In the case of a protest, the Bidder's Proposal will remain valid for 210 days or until the protest is resolved, whichever is later.
9. In preparing this Proposal, the Bidder and/or the Bidder's employees have not been assisted by any current or former DSHS employee whose duties relate (or did relate) to this procurement and who was assisting in other than his or her official, public capacity. If there are any exceptions to these assurances or Bidder has been assisted, identify on a separate page attached to this document each such individual by (a) name, (b) current address and telephone number, (c) current or former position with DSHS, and (d) dates of employment with DSHS; and describe in detail the assistance rendered by that individual.
10. The Bidder acknowledges that DSHS will not reimburse the Bidder for any costs incurred in the preparation of this Proposal. All Proposals become the property of DSHS, and the Bidder claims no proprietary right to the ideas, writings, items or samples.

11. The Bidder acknowledges that any contract(s) awarded as a result of this procurement will incorporate a Statement of Work and General Terms and Conditions substantially similar to the sample contract attached to the procurement document. I certify, on behalf of the Bidder, that the Bidder will comply with these or substantially similar Special Terms and Conditions and General Terms and Conditions if selected as an Apparently Successful Bidder.
12. The Bidder acknowledges that any contract(s) awarded as a result of this procurement will also incorporate Special Terms and Conditions applicable to this procurement as prepared by DSHS. The Bidder acknowledges that it will negotiate in good faith any changes or modifications to any portion of the proposed contract.
13. The Bidder understands that, if selected to contract with DSHS, the Bidder will be required to comply with all applicable state and federal civil rights and other laws. Failure to so comply may result in contract termination. If requested by DSHS, the Bidder agrees to submit additional information about the nondiscrimination policies of the Bidder's organization in advance of or after the contract award.
14. The Bidder' certifies that is has a current Washington Business License, and agrees to promptly provide a copy of the license in the event the Bidder is selected as the Apparently Successful Bidder.
15. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit a proposal for the purpose of restricting competition.

Section B: Sole Proprietors Only

1. I am authorized to sign any contract that may result from this procurement.
2. Is the Bidder or any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?
☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

Section C: Partnerships Only

1. The Bidder is organized under the laws of, and is in good standing with, the State of _____.
2. Attach the following to this Bidder Information form:
 - Name and address of each of the Bidder's General Partners;
 - Name and address of each of the Bidder's Limited Partners; and/or
 - Name and address of each of the Bidder's Limited Liability Partners.
3. Is any General, Limited, or Limited Liability Partner a past or current State of Washington employee?
☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

4. Is any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?

☐ Yes

☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

5. I am authorized to bind the Bidder to a contract or the name and title of the individual who is authorized to bind the Bidder to a contract and who will be signing any contracts between DSHS and the Bidder is:

Name

Title

Section D: Corporations Only

1. The Bidder is organized under the laws of, and is in good standing with, the State of _____.
2. Attach the following to this Bidder Information form: Name and address of each of the Bidder's Officers and Directors.
3. Is any Officer or Director of the Bidder a past or current State of Washington employee?

☐ Yes

☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

4. Is any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?

☐ Yes

☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

5. I am authorized to bind the Bidder to a contract, or the name and title of the individual who is authorized to bind the Bidder to a contract and who will be signing any contracts between DSHS and the Bidder is:

Name

Title

Section E: Public Agencies Only

1. The Bidder is a "public agency" as defined in Section 39.34.020 RCW and is a:

☐ State Agency

☐ Institution of Higher Learning

☐ County

☐ Quasi-Governmental

- ☐ City ☐ Federally Recognized Tribe
- ☐ Public School ☐ Other: _____

2. Is any Manager or Employee of the Bidder Public Agency a past or current State of Washington employee?
- ☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

3. Is any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?
- ☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

4. I am authorized to bind the Bidder to a contract, or the name and title of the individual who is authorized to bind the Bidder to a contract and who will be signing any contracts between DSHS and the Bidder is:

Name

Title

Section F: All Bidders

- By signing below, the Bidder authorizes DSHS to conduct a financial assessment and/or background check of the Bidder if DSHS considers such action necessary or advisable before contracting with the Bidder.
- Under the penalties of perjury of the State of Washington, the undersigned affirms the truthfulness of the statements made herein. The undersigned certifies that the Contractor is now, and shall remain, in compliance with the certifications and assurances contained herein, and agrees that such compliance is a condition precedent to the award and continuation of any related contract(s). The undersigned acknowledges the Bidder's obligation to notify DSHS of any changes in the statements, certifications and assurances made herein.

Signature

Date

Printed or Typed Name

Title

Exhibit C

Sample Contract

	<h2 style="margin: 0;">PURCHASED SERVICE CONTRACT</h2>	DSHS Contract Number: Resulting From Procurement Number:
This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 43.19 and 43.105 RCW.		Contractor Contract Number:
CONTRACTOR NAME		CONTRACTOR doing business as (DBA)
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBERS
CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:		
The terms and conditions of this Contract are an integration of and constitute the final, entire and exclusive understanding of the agreement between the parties, superseding and merging all previous agreements, writings, and communications between the parties made prior to or at the signing of this Contract. The parties signing below warrant they have read and understand this Contract, and have authority to enter into this Contract.		
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

Special Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Contract" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, and materials incorporated by reference.
 - b. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office and includes the Purchased Services Contracts Section.
 - c. "Contracts Administrator" means the manager, or successor, of DSHS Purchased Services Contracts or successor section or office.
 - d. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - e. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - f. "DSHS" or the "Department" means the State of Washington Department of Social and Health Services and its employees and authorized agents.
 - g. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - h. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov/>.
 - i. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - j. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
 - k. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://slc.leg.wa.gov>
2. **Purpose:** The purpose of this Contract is to:
3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
4. **Consideration.** Total consideration payable to the Contractor for satisfactory performance of the work under this Contract is a maximum of \$_____, including any and all expenses and shall be based on the following:
5. **Billing and Payment.**
 - a. **Invoice System.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to

_____ by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.

- b. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance of properly completed invoices. Payment shall be sent to the address designated by the Contractor on Page one of this Contract. DSHS, may at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. Insurance

The Contractor shall at all times comply with the following insurance requirements.

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insureds.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as Additional Insured.

b. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

c. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

d. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

e. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

f. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

g. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

h. Evidence of Coverage

The Contractor shall submit Certificates of Insurance to the DSHS point of contact located on page one of the contract for each coverage required of the Contractor under the Contract. The Certificate shall identify the DSHS Central Contract Services, P O Box 45811, Olympia, Washington 98504-5811 as Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract.

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

i. Material Changes

The insurer shall give DSHS Central Contract Services, 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

j. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

General Terms and Conditions

1. **Advance Payment and Billing Limitations.**

- a. DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
- b. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- c. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- d. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract if the Contractor has charged or will charge the state of Washington or any other party for the same services.

2. **Amendment.** This Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. **Assignment.** The Contractor shall not assign this Contract, its rights or obligations hereunder, without obtaining the prior written consent of DSHS. DSHS shall not recognize any assignment without such prior written consent. In the event that consent is given and this Contract is assigned, all terms and conditions of this Contract shall be binding upon the Contractor's successors and assigns.

4. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

5. **Confidentiality.** The Contractor may use Personal Information and other information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains or their legal guardian. The Contractor shall maintain and protect the confidentiality of all Personal Information and other information gained by reason of this Contract. Upon written request by DSHS, Contractor shall either return or destroy and certify destruction of, all Personal Information.

6. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

7. **Contractor's Proprietary Information.** Contractor acknowledges that DSHS is subject to chapter 42.17 RCW and that this Contract shall be a public record as defined in chapter 42.17 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.17 RCW, DSHS shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, DSHS will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DSHS will release the requested information on the date specified.

8. **Debarment Certification.** The Contractor, by signature to this contract certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal department or agency. The Contractor also agrees to include the above requirement into any subcontracts entered into, resulting directly from the Contractor's duty to provide services under this Contract.
9. **Governing Law and Venue.** This Contract shall be governed by the laws of the state of Washington. In the event of any action brought hereunder, venue shall be proper only in Thurston County, Washington.
10. **Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
11. **Indemnification and Hold Harmless.**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
12. **Independent Contractor.** The Contractor is not an officer, employee, or agent of DSHS or the state of Washington. The Contractor shall not claim any rights, privileges, or benefits which would accrue to an employee of the state of Washington. Contractor is not eligible to participate in DSHS' employee benefit programs, including but not limited to, group insurance, retirement, vacation and other such benefits. Contractor shall be responsible for the payment of its internal administrative costs, including but not limited to, federal, state and social security tax payments. The Contractor shall indemnify and hold DSHS harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
13. **Inspection.** During the term of this Contract and for one (1) year following termination or expiration of this Contract, the Contractor shall provide to DSHS reasonable access to the Contractor's place of business, Contractor records, and client records, and to any authorized agent of the state of Washington or the federal government in order to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and this Contract.
14. **Limitation of Liability.** The following sections apply to the distribution of liability among the parties to this Contract:
- a. The parties agree that neither Contractor nor DSHS shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Review of

Contractor's Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

- b. Neither Contractor nor DSHS shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor or DSHS. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than DSHS acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, DSHS, or their respective Subcontractors.
- c. If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.
- d. Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

15. Maintenance of Records. During the term of this Contract and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:

- a. Document performance of all acts required by law, regulation, or this Contract;
- b. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
- c. Demonstrate accounting procedures, practices, and records which sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Contract.

16. Non-Endorsement

The award of this Contract to the Contractor is not in any way an endorsement of the Contractor, or the Contractor's products or services, by DSHS and shall not be so construed by the Contractor in any advertising, promotion, marketing, publicity, or other such materials. The Contractor shall not use the seal, logo, or word mark of DSHS or subdivisions of DSHS in any advertising, promotion, marketing, publicity, or other such materials.

The Contractor shall submit any intended advertising, promotion, marketing, publicity, or other such materials relating to this Contract and mentioning DSHS, to Central Contract Services, at P.O. Box 45811, Olympia, WA 98501, at least fifteen (15) business days in advance of issuance. DSHS shall not provide any written copy or edit vendor's submitted materials.

Within fifteen (15) days of receipt of such materials, Central Contract Services will notify the Contractor whether the intended advertising, promotion, marketing, or publicity complies with this non-endorsement provision.

17. Notice of Overpayment. If the Contractor receives a Contractor Overpayment Notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest

the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
- b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
- c. Include a statement as to why the Contractor thinks the notice is incorrect; and
- d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing *within 28 days* of service of a Contractor Overpayment Notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

- 18. Order of Precedence.** In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes and regulations;
- b. Special Terms and Conditions contained in this Contract;
- c. General Terms and Conditions contained in this Contract;
- d. Exhibits, if any, as indicated on page one of this Contract;
- e. The DSHS solicitation documents, if any, associated with this Contract;
- f. Any other material incorporated herein by reference.

- 19. Ownership of Material.** Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

- 20. Severability.** The terms and conditions of this Contract are severable. If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms and conditions of this Contract.

- 21. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior approval of DSHS as reflected in a written amendment to this Contract. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this

Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.

22. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Contract, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
 - (6) Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
 - (7) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."

- c. **Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with OMB Circular A-87.

- 23. **Survivability.** The terms and conditions contained in this Contract that shall survive the expiration or termination of this Contract, include but are not limited to: Confidentiality, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination or Expiration Procedure, Treatment of Property.
- 24. **Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
- 25. **Termination for Convenience.** DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice.
- 26. **Termination for Default.** The Contracts Administrator may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:
 - a. Failed to meet or maintain any requirement for contracting with DSHS;
 - b. Failed to protect the health or safety of any DSHS client pursuant to Section 9, Health and Safety, of this Contract;
 - c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
 - d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

- 27. **Termination and Expiration Procedure.** The following terms and conditions apply upon Contract termination or expiration:
 - a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
 - b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
 - c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession, including any "works for hire" as described in Section 17, Ownership of Material. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon

failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.

- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

28. Treatment of Property. All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

29. Waiver. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default and shall not be construed to be a modification of the terms and conditions of this Contract.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

Exhibit D

AETNA LIFE INSURANCE COMPANY

Aetna Medicare RE: **S5810**
ATTN: Jaymie Billbrough, Medicare Compliance Director
980 Jolly Road, Mailstop U13S
Blue Bell, Pennsylvania 19422

ARCADIAN HEALTH PLAN

Spokane Community Care RE: **H5416**
ATTN: Charro Knight-Lilly, Medicare Compliance Officer
825 Washington Street, Suite 300
Oakland, California 94607

ASURIS NORTHWEST HEALTH

Asuris Northwest Health RE: **H5010**
ATTN: Patricia Church, AVP Pharmacy Services
P.O. Box 12625 / 201 High Street, SE
Salem, Oregon 97309-0625

ASURIS NORTHWEST HEALTH

Asuris Northwest Health RE: **S5609**
ATTN: Patricia Church, Asst. Vice President Pharmacy
Services
201 High Street, SE
Salem, Oregon 97301

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

CIGNA HealthCare RE: **S5617**
ATTN: Glenn Amnott
2 College Park Drive
Hookset, New Hampshire 03106

FIRST HEALTH LIFE AND HEALTH INSURANCE COMPANY

Coventry AdvantraRx RE: **S5674**
ATTN: Mary Ninos, Vice President, Government Programs
6705 Rockledge Drive, Suite 900
Bethesda, Maryland 20817

FOX INSURANCE COMPANY

FOX Insurance Company RE: **S5557**
ATTN: Rita Gangi
6263 N. Scottsdale Road, Suite 200
Scottsdale, AZ 85250

GROUP HEALTH COOPERATIVE

Group Health Cooperative RE: **H5050**
ATTN: Kathie Harris, Director, Medicare Programs &
Compliance
521 Wall Street, ACC-1
Seattle, WA 98121

HEALTH NET LIFE INSURANCE COMPANY/HEALTH NET INSURANCE OF NY

Health Net RE: **S5678**
ATTN: Alejandra Quintana-Clyde, Manager, Compliance
and Reporting
10834 International Drive / Mail Stop: CA-159-02-08
Rancho Cordova, California 95670

HEALTH NET LIFE INSURANCE COMPANY

Health Net Options Plus RE: **H5520**
ATTN: Lori Long, Manager, Public Policy and Government
Relations
13221 SW 68th Parkway, Suite 200
Tigard, Oregon 97223

HUMANA INSURANCE COMPANY

Humana Inc. RE: **S5884**
ATTN: Laura Kelley
500 West Main Street
Louisville, Kentucky 40202

KAISER FOUNDATION HP OF THE NW

Kaiser Foundation Health Plan of the NW RE: **H9003**
ATTN: Tracie Klingenberg, Compliance Coordinator
500 NE Multnomah Street, Suite 100 / KPB-10
Portland, Oregon 97232

KAISER FOUNDATION HP OF THE NW
Kaiser Foundation Health Plan of the NW RE: **H9103**
ATTN: Tracie Klingenberg, Compliance Coordinator
500 NE Multnomah Street, Suite 100 / KPB-10
Portland, Oregon 97232

MEDCO CONTAINMENT LIFE INSURANCE
COMPANY
Medco Health Solutions, Inc. RE: **S5660**
ATTN: Maureen Dempsey, Medicare Compliance Officer
100 Parsons Pond Drive
Franklin Lakes, New Jersey 07417

MOLINA HEALTHCARE OF WASHINGTON, INC.
Molina Healthcare of Washington RE: **H5823**
ATTN: Glenn Wolkoff, Medicare Program Director
One Golden Shore Drive
Long Beach, California 90802

PACIFICARE LIFE AND HEALTH INSURANCE
COMPANY
PacifiCare Life and Health Insurance Company RE: **S5921**
ATTN: Steve Tucker, Vice President, Federal Government
Affairs
5995 Plaza Drive
Cypress, California 90630

PENNSYLVANIA LIFE INSURANCE COMPANY
Pennsylvania Life Insurance Company RE: **S5597**
ATTN: Jack Mackin, VP Compliance
1001 Heathrow Park Lane, Suite 5001
Lake Mary, Florida 32746

PROVIDENCE HEALTH SYSTEM
Providence Health System RE: **H5007**
ATTN: Susan Hayashida, Administrative Services Manager
4515 Martin Luther King, Jr. Way S, Suite 100
Seattle, Washington 98108

MARQUETTE NATIONAL LIFE INSURANCE
COMPANY
Marquette National Life Insurance Company RE: **S5581**
ATTN: Jack Mackin, VP Compliance Officer
1001 Heathrow Park Lane, Suite 5001
Lake Mary, Florida 32746

MEMBERHEALTH, INC.
MEMBERHEALTH RE: **S5803**
ATTN: Alan Scantland
29100 Aurora Road, Suite 301
Solon, Ohio 44139

ODS HEALTH PLAN, INC.
ODS Advantage Rx RE: **S5975**
ATTN: Diane Skutack, Manager, Medicare Services
601 SW Second Avenue
Portland, Oregon 97204

PACIFICARE OF WASHINGTON, INC.
Secure Horizons Medicare Advantage Plan RE: **H5005**
ATTN: Steve Tucker, Vice President, Federal and
Government Affairs
5995 Plaza Drive
Cypress, California 90630

PROVIDENCE HEALTH PLAN
Providence Health Plan RE: **H9047**
ATTN: Jo Roberts, Medicare Compliance Coordinator
3601 SW Murray Boulevard, Suite 10
Beaverton, Oregon 97005

REGENCE BLUE CROSS BLUE SHIELD OF OREGON
Regence BlueCross BlueShield Of Oregon RE: **H3856**
ATTN: Patricia Church, AVP Pharmacy Services
P.O. Box 12625 / 201 High Street, SE
Salem, Oregon 97309-0625

REGENCE BLUECROSS BLUESHIELD OF OREGON
Regence BlueCross BlueShield of Oregon RE: **H3817**
ATTN: Patricia Church, AVP Pharmacy Services
P.O. Box 12625 / 201 High Street, SE
Salem, Oregon 97309-0625

REGENCE BLUESHIELD
Regence BlueShield RE: **H5009**
ATTN: Patricia Church, AVP Pharmacy Services
P.O. Box 12625 / 201 High Street, SE
Salem, Oregon 97309-0625

RXAMERICA, LLC
RxAmerica RE: **S5644**
ATTN: Kendrick Bytheway
221 N Charles Lindbergh Drive
Salt Lake City, Utah 84116

SIERRA HEALTH AND LIFE INSURANCE COMPANY,
INC.
SierraRx RE: **S5917**
ATTN: Shelley Cranley, AVP, Government Affairs
2724 N. Tenaya Way
Las Vegas, Nevada 89128

SILVERSCRIPT INSURANCE COMPANY
SilverScript RE: **S5601**
ATTN: Elizabeth Linehan, Vice President
9501 East Shea Boulevard, MC 091
Scottsdale, Arizona 85260

STERLING LIFE INSURANCE COMPANY
Sterling Prescription Drug Plan RE: **S4802**
ATTN: Carmen Hand, Compliance Manager
P.O. Box 5348 / 2219 Rimland Drive
Bellingham, Washington 98227-5348

UNICARE
Unicare RE: **S5960**
ATTN: Carolyn Haynes, Regional Vice President
Compliance
2100 Corporate Center Drive, NQ01A
Newbury Park, California 91320

UNITED AMERICAN INSURANCE COMPANY
United American Insurance Company RE: **S5755**
ATTN: Michael Gaisbauer, Vice President and Director of
Compliance
3700 S. Stonebridge Drive
McKinney, Texas 75070

UNITED HEALTHCARE INSURANCE COMPANY
United Healthcare Insurance Company RE: **H2408**
ATTN: Teena Keiser
P.O. Box 9472, MN950-1000
Minneapolis, Minnesota 55440-9472

UNITED HEALTHCARE INSURANCE COMPANY
United Healthcare Insurance Company RE: **H5008**
ATTN: Teena Keiser
P.O. Box 9472, MN950-1000
Minneapolis, Minnesota 55440-9472

UNITED HEALTHCARE INSURANCE COMPANY
United Healthcare RE: **S5820**
ATTN: Patti Ihrke
9900 Bren Road East, MN008-T500
Minnetonka, Minnesota 55343

WELLCARE PRESCRIPTION INSURANCE, INC.
WellCare RE: **S5967**
ATTN: Kim McDonnell, Director Medicare Product
8735 Henderson Boulevard, Ren 2
Tampa, Florida 33634